

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

DGU GROUP INC,

*Plaintiff,*

v.

THE INDIVIDUALS, PARTNERSHIPS,  
AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDULE "A,"

*Defendants.*

CIVIL ACTION

NO. 23-02022

**PRELIMINARY INJUNCTION ORDER**

AND NOW, this 4th day of August 2023, upon consideration of Plaintiff's Application for an Order to Show Cause why a Preliminary Injunction Should not Issue against Defendants (ECF 6), the attached declarations and exhibits, and after a hearing (ECF 19), it is hereby **ORDERED** that Plaintiff's Application for a Preliminary Injunction is **GRANTED** consistent with this Order.

The Court has personal jurisdiction over Defendants because Defendants target their business activities toward consumers in the United States, including Pennsylvania, by offering to sell and ship products into this state. Specifically, the Defendants do business with Pennsylvania residents by operating commercial, interactive online storefronts through which Pennsylvania residents can purchase infringing products. (Li Declaration ¶ 26, ECF 6-3.)

The evidence submitted in support of the Application establishes that Plaintiff has a likelihood of success on the merits, that no remedy at law exists, and that Plaintiff will suffer irreparable harm if a preliminary injunction is not granted.

Through Plaintiff's Memorandum of Law (ECF 6-2), the Declarations of Huixian Li (ECF 6-3) and Bole Yuan (ECF 6-5), and all exhibits, Plaintiff has proven a *prima facie* case of trademark infringement because (1) the FRONTWALK Mark is registered with the U.S. Patent and Trademark Office (U.S. Trademark Registration No. 6,893,436); (2) Plaintiff holds all right, title, and interest in the Mark and develops, markets, and sells products using the FRONTWALK Mark; and (3) Defendants make, use, offer for sale, sell, and import into the United States products using the Mark covered by the FRONTWALK trademark and an ordinary observer would be confused or deceived into thinking the infringing or counterfeit products are Plaintiff's products.<sup>1</sup> (Li Declaration ¶ 32–33, ECF 6-3.) Plaintiff has not given Defendants permission to use the FRONTWALK Mark. (*Id.* ¶ 25.)

The continued and unauthorized use of Plaintiff's trademark irreparably harms Plaintiff through loss of exclusivity, loss of future sales, and damage to Plaintiff's reputation and good will. Money damages fail to address such damage. Further, the balance of the equities tips in Plaintiff's favor, and the public interest is served by entry of this Preliminary Injunction, as it protects Plaintiff's interest in its trademark and protects the public from being deceived and defrauded by Defendants' infringing actions. For these reasons, and those given in the findings of fact and conclusions of law set forth in the Temporary Restraining Order (ECF 10), the issuance of a preliminary injunction is warranted under Federal Rule of Civil Procedure 65.

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<sup>1</sup> See *A & H Sportswear, Inc. v. Victoria's Secret Stores, Inc.*, 237 F.3d 198, 210 (3d Cir. 2000); *Interpace Corp. v. Lapp, Inc.*, 721 F.2d 463 (3d Cir. 1983).

1. It is hereby **ORDERED**, as sufficient cause has been shown, that the injunctive relief previously granted on July 7, 2023 (ECF 10), and extended on July 18, 2023 (ECF 13) and July 25, 2023 (ECF 15), shall remain in place against Defendants listed in the attached “Schedule A”<sup>2</sup> through the pendency of this litigation or until further order of this Court. This Preliminary Injunction is warranted under 15 U.S.C. § 1116, Federal Rules of Civil Procedure 64 and 65, and The All Writs Act, 28 U.S.C. § 1651(a). Accordingly, each Defendant listed in the attached “Schedule A,” their officers, agents, employees, and all persons acting for, with, by, through, under, or in active concert with them be temporarily enjoined and restrained from the following acts:
  - a. manufacturing, importing, advertising, promoting, offering to sell, selling, distributing, or transferring any products bearing Plaintiff's FRONTWALK Mark, or any confusingly similar trademarks, other than those actually manufactured or distributed by Plaintiff;
  - b. secreting, concealing, destroying, selling off, transferring, or otherwise disposing of: (i) any products, not manufactured or distributed by Plaintiff, bearing and/or using the FRONTWALK Mark, or any confusingly similar trademarks; (ii) any evidence relating to the manufacture, importation, sale, offer for sale, distribution, or transfer of any products bearing and/or using FRONTWALK Mark, or any confusingly similar trademarks; or (iii) any assets or other financial accounts subject to this Order, including inventory

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<sup>2</sup> Consistent with Plaintiff's request at the hearing on the preliminary injunction, the preliminary injunction shall not issue against Defendants 6, 14, 21, 24, 45, 48 and 53. Those Defendants have been removed from Schedule A.

assets, in the actual or constructive possession of, or owned, controlled, or held by, or subject to access by, any Defendant, including, but not limited to, any assets held by or on behalf of any Defendant;

2. Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of FRONTWALK Mark, or any confusingly similar trademarks, on or in connection with all Internet-based e-commerce stores and websites owned and operated, or controlled by them, including the Internet-based e-commerce stores and websites identified as Defendants' Online Stores;
3. Each Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with any Defendant having notice of this Order shall immediately discontinue the use of FRONTWALK Marks, or any confusingly similar trademarks, within domain name extensions, metatags or other markers within website source code, from use on any webpage (including as the title of any web page), from any advertising links to other websites, from search engines' databases or cache memory, and any other form of use of such terms that are visible to a computer user or serves to direct computer searches to Internet-based e-commerce stores and websites registered, owned, or operated by each Defendant, including the Internet-based e-commerce stores and websites identified as Defendants' Online Stores;
4. Each Defendant shall not transfer ownership of the Internet-based e-commerce stores and websites identified as Defendants' Online Stores during the pendency

of this action, or until further order of the Court;

5. Each Defendant shall preserve copies of all computer files relating to the use of any of the Internet-based e-commerce stores and websites identified as Defendants' Online Stores shall take all steps necessary to retrieve computer files relating to the use of Defendants' Online Stores that may have been deleted before the entry of this Order;
6. Upon receipt of notice of this Order, Defendants and all financial institutions, payment processors, banks, escrow services, money transmitters, or marketplace platforms, including but not limited to Walmart.com and its related companies and affiliates, shall (i) immediately identify all financial accounts and/or sub-accounts associated with the Internet-based e-commerce stores and websites identified as Defendants' Online Stores, identification numbers of Defendants' infringing product listings, and the email addresses identified on Schedule "A" to Plaintiff's Complaint, as well as any other accounts of the same customer(s); (ii) identify all other accounts which transfer funds into the same financial institution account(s), and/or any of the other financial accounts subject to this Order; (iii) restrain the transfer of all funds, as opposed to ongoing account activity, held or received for their benefit or to be transferred into Defendants' respective financial accounts, and any other financial accounts tied thereto; and (iv) immediately divert those restrained funds to a holding account for the trust of the Court;
7. Upon receipt of notice of this Order, Defendants and all financial institutions, including but not limited to Walmart.com and its related companies and

affiliates, shall further, within five business days of receiving notice of this Order, provide Plaintiff's counsel with all data that details (i) an accounting of the total funds restrained and identify the financial account(s) and sub-account(s) which the restrained funds are related to, and (ii) the account transactions related to all funds transmitted into the financial account(s) and sub-account(s) which have been restrained. Such restraining of the funds and the disclosure of the related financial institution account information shall be made without notice to the account owners or the financial institutions until after those accounts are restrained. No funds restrained by this Order shall be transferred or surrendered by any financial institution, payment processor, bank, escrow service, money transmitter, or marketplace website, including but not limited to, Walmart.com and its related companies and affiliates, for any purpose (other than pursuant to a chargeback made pursuant to their security interest in the funds) without the express authorization of this Court;

8. Any Defendant or financial institution account holder subject to this Order may petition the Court to modify the asset restraint set out in this Order;
9. This Order shall apply to Defendants' Online Stores, associated e-commerce stores, websites, and any other seller identification names, e-commerce stores or financial accounts which are being used by Defendants for counterfeiting the FRONTWALK Marks at issue in this action and/or unfairly competing with Plaintiff;
10. Plaintiff is authorized to issue expedited written discovery, pursuant to Federal Rules of Civil Procedure 33, 34 and 36, related to:

- a. the identities and locations of Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information, including any and all associated e-mail addresses and physical addresses; and
  - b. the nature of Defendants' operations and all associated sales, methods of payment for services and financial information, including, identifying information associated with the online marketplaces and Defendants' financial accounts, as well as providing a full accounting of Defendants' sales and listing history related to their respective online marketplaces.
11. Plaintiff shall promptly serve Defendants with this Order. Defendants shall respond to any such discovery requests within eight (8) business days of being served.
12. The Five Thousand Dollars (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case, or until this Preliminary Injunction is terminated.
13. Pursuant to the agreement of counsel at yesterday's hearing, Defendant 53, The Timberwolf Mercantile Co., shall respond to Plaintiff's Application for a Preliminary Injunction (ECF 6) on or before August 17, 2023.
14. The case is now unsealed, and the Clerk of the Court is directed to unseal this case in its entirety.

BY THE COURT:

/s/ Gerald J. Pappert  
GERALD J. PAPPERT, J.

# SCHEDULE A

## Defendant Number, Defendant Store Name/Alias, and Online Store URL

No.	Defendant Store Name/Alias	URL to Defendant's Online Store
1	Resurrection series	<a href="https://www.walmart.com/seller/101338404?pageName=order-details">https://www.walmart.com/seller/101338404?pageName=order-details</a>
2	XMXHMHWC	<a href="https://www.walmart.com/seller/101246885?itemId=225780167&amp;pageName=item">https://www.walmart.com/seller/101246885?itemId=225780167&amp;pageName=item</a>
3	Reject racism	<a href="https://www.walmart.com/seller/101334799?itemId=642086999&amp;pageName=item">https://www.walmart.com/seller/101334799?itemId=642086999&amp;pageName=item</a>
4	GQY Time lag	<a href="https://www.walmart.com/seller/101289694?itemId=1365231801&amp;pageName=item">https://www.walmart.com/seller/101289694?itemId=1365231801&amp;pageName=item</a>
5	RR Co.ltd	<a href="https://www.walmart.com/seller/101231252?itemId=586667700&amp;pageName=item">https://www.walmart.com/seller/101231252?itemId=586667700&amp;pageName=item</a>
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7	ANGUYU STORE	<a href="https://www.walmart.com/seller/101019268?itemId=1960800954&amp;pageName=item">https://www.walmart.com/seller/101019268?itemId=1960800954&amp;pageName=item</a>
8	zhuyongqiu	<a href="https://www.walmart.com/seller/101350004?pageName=order-details">https://www.walmart.com/seller/101350004?pageName=order-details</a>
9	FYTJ Co. Ltd	<a href="https://www.walmart.com/seller/101139179?pageName=order-details">https://www.walmart.com/seller/101139179?pageName=order-details</a>
10	Cuishifu Trading Co., Ltd	<a href="https://www.walmart.com/seller/101291652?pageName=order-details">https://www.walmart.com/seller/101291652?pageName=order-details</a>
11	Ricardo M. Lu	<a href="https://www.walmart.com/seller/101292449?pageName=order-details">https://www.walmart.com/seller/101292449?pageName=order-details</a>
12	TNC	<a href="https://www.walmart.com/seller/101267875?pageName=order-details">https://www.walmart.com/seller/101267875?pageName=order-details</a>
13	Kerr Co.ltd	<a href="https://www.walmart.com/seller/101346581?pageName=order-details">https://www.walmart.com/seller/101346581?pageName=order-details</a>
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15	Sunny Store	<a href="https://www.walmart.com/seller/101260642?pageName=order-details">https://www.walmart.com/seller/101260642?pageName=order-details</a>
16	haimuzhou	<a href="https://www.walmart.com/seller/101095007?pageName=order-details">https://www.walmart.com/seller/101095007?pageName=order-details</a>
18	TEN10CENT	<a href="https://www.walmart.com/seller/101133955?pageName=order-details">https://www.walmart.com/seller/101133955?pageName=order-details</a>

19	UMPSRVNR	<a href="https://www.walmart.com/seller/101290322?pageName=order-details">https://www.walmart.com/seller/101290322?pageName=order-details</a>
20	BARBARIZAT	<a href="https://www.walmart.com/seller/101243739?pageName=order-details">https://www.walmart.com/seller/101243739?pageName=order-details</a>
22	The Best Way of Life	<a href="https://www.walmart.com/seller/101137073?itemId=787016556&amp;pageName=item">https://www.walmart.com/seller/101137073?itemId=787016556&amp;pageName=item</a>
23	Ostrich	<a href="https://www.walmart.com/seller/101274096?pageName=order-details">https://www.walmart.com/seller/101274096?pageName=order-details</a>
25	Sell Better	<a href="https://www.walmart.com/seller/101341695?itemId=929881151&amp;pageName=item">https://www.walmart.com/seller/101341695?itemId=929881151&amp;pageName=item</a>
26	Linzee LLC	<a href="https://www.walmart.com/seller/101294720?itemId=1150589253&amp;pageName=item">https://www.walmart.com/seller/101294720?itemId=1150589253&amp;pageName=item</a>
27	Xiaoxin Store	<a href="https://www.walmart.com/seller/101277284?pageName=order-details">https://www.walmart.com/seller/101277284?pageName=order-details</a>
28	Star Store	<a href="https://www.walmart.com/seller/101269907?itemId=1517808352&amp;pageName=item">https://www.walmart.com/seller/101269907?itemId=1517808352&amp;pageName=item</a>
29	The Best JOY BUY	<a href="https://www.walmart.com/seller/101337701?pageName=order-details">https://www.walmart.com/seller/101337701?pageName=order-details</a>
30	Foshanshichanchengqubiaocui	<a href="https://www.walmart.com/seller/101353500?pageName=order-details">https://www.walmart.com/seller/101353500?pageName=order-details</a>
31	ShowNew	<a href="https://www.walmart.com/seller/101223699?itemId=425309047&amp;pageName=item">https://www.walmart.com/seller/101223699?itemId=425309047&amp;pageName=item</a>
32	Z-Z-zero	<a href="https://www.walmart.com/seller/101290392?itemId=455257835&amp;pageName=item">https://www.walmart.com/seller/101290392?itemId=455257835&amp;pageName=item</a>
33	FreshLook Co,Ltd.	<a href="https://www.walmart.com/seller/101268801?pageName=order-details">https://www.walmart.com/seller/101268801?pageName=order-details</a>
34	Satisfied	<a href="https://www.walmart.com/seller/101296885?pageName=order-details">https://www.walmart.com/seller/101296885?pageName=order-details</a>
35	haoyimai	<a href="https://www.walmart.com/seller/101260644?pageName=order-details">https://www.walmart.com/seller/101260644?pageName=order-details</a>
36	LAOXUEDEDIAN888	<a href="https://www.walmart.com/seller/101336121?itemId=451654392&amp;pageName=item">https://www.walmart.com/seller/101336121?itemId=451654392&amp;pageName=item</a>
37	Tomorrow's store	<a href="https://www.walmart.com/seller/101304173?pageName=order-details">https://www.walmart.com/seller/101304173?pageName=order-details</a>
38	LEMON-NM	<a href="https://www.walmart.com/seller/101277182?itemId=634344068&amp;pageName=item">https://www.walmart.com/seller/101277182?itemId=634344068&amp;pageName=item</a>

39	fanyabikeji	<a href="https://www.walmart.com/seller/101354345?itemId=198811345&amp;pageName=item">https://www.walmart.com/seller/101354345?itemId=198811345&amp;pageName=item</a>
40	Best Produce For You	<a href="https://www.walmart.com/seller/101277340?itemId=246742360&amp;pageName=item">https://www.walmart.com/seller/101277340?itemId=246742360&amp;pageName=item</a>
41	HFDT Co.Ltd	<a href="https://www.walmart.com/seller/101269969?itemId=174357053&amp;pageName=item">https://www.walmart.com/seller/101269969?itemId=174357053&amp;pageName=item</a>
42	mingsai	<a href="https://www.walmart.com/seller/101173553?pageName=order-details">https://www.walmart.com/seller/101173553?pageName=order-details</a>
43	neihoushi	<a href="https://www.walmart.com/seller/101303378?pageName=order-details">https://www.walmart.com/seller/101303378?pageName=order-details</a>
44	PINGNA Co.Ltd	<a href="https://www.walmart.com/seller/101325990?pageName=order-details">https://www.walmart.com/seller/101325990?pageName=order-details</a>
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46	AKA	<a href="https://www.walmart.com/seller/101277329?pageName=order-details">https://www.walmart.com/seller/101277329?pageName=order-details</a>
47	Tin Co.ltd	<a href="https://www.walmart.com/seller/101268554?pageName=order-details">https://www.walmart.com/seller/101268554?pageName=order-details</a>
■	■■■■■	■■■■■
49	metanamet Co.ltd	<a href="https://www.walmart.com/seller/101227177?pageName=order-details">https://www.walmart.com/seller/101227177?pageName=order-details</a>
50	LEIBIAN Co.Ltd	<a href="https://www.walmart.com/seller/101239933?itemId=1237610053&amp;pageName=item">https://www.walmart.com/seller/101239933?itemId=1237610053&amp;pageName=item</a>
51	Allatever	<a href="https://www.walmart.com/seller/101276427?pageName=order-details">https://www.walmart.com/seller/101276427?pageName=order-details</a>
52	Himinee Universe Chain Store	<a href="https://www.walmart.com/seller/101242455?pageName=order-details">https://www.walmart.com/seller/101242455?pageName=order-details</a>
■	■■■■■	■■■■■
54	YANTAO Co.Ltd	<a href="https://www.walmart.com/seller/101208202?pageName=order-details">https://www.walmart.com/seller/101208202?pageName=order-details</a>
55	Frozen 2	<a href="https://www.walmart.com/seller/101279501?pageName=order-details">https://www.walmart.com/seller/101279501?pageName=order-details</a>
56	TUANHUA Co.Ltd	<a href="https://www.walmart.com/seller/101245783?pageName=order-details">https://www.walmart.com/seller/101245783?pageName=order-details</a>
57	Superbuy	<a href="https://www.walmart.com/seller/101303590?pageName=order-details">https://www.walmart.com/seller/101303590?pageName=order-details</a>
58	TYMI Co,Ltd	<a href="https://www.walmart.com/seller/101279648?pageName=order-details">https://www.walmart.com/seller/101279648?pageName=order-details</a>